

3-0628

04-00

AGREEMENT

BETWEEN

LOCAL 1412, L.I.U. of N.A., AFL-CIO

AND

THE CITY OF JERSEY CITY

Jersey City, City of (Employer)

RECEIVED
1989 MAR 15 PM 3:15
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

X JANUARY 1, 1988 through DECEMBER 31, 1990

TABLE OF CONTENTS

ARTICLE NO.		PAGE NO.
I	RECOGNITION	1
II	MAINTENANCE OF STANDARDS	1
III	NON-DISCRIMINATION	2
IV	LEAVE-OF-ABSENCE	2
V	MANAGEMENT RIGHTS	2
VI	BEREAVEMENT LEAVE	3
VII	MILITARY LEAVE	3
VIII	BULLETIN BOARD	4
IX	DUES CHECK-OFF REPRESENTATION FEE	4
X	HOURS OF WORK AND OVERTIME	7
XI	HOLIDAYS	8
XII	SAFETY AND HEALTH	8
XIII	SENIORITY	9
XIV	CHANGES, SUPPLEMENTS OR ALTERNATIONS	9
XV	NO STRIKE PLEDGE	9
XVI	GRIEVANCE PROCEDURE	10
XVII	VACATIONS	15
XVIII	SICK LEAVE	15
XIX	PERSONAL DAYS	17
XX	INSURANCE, HEALTH AND INSURANCE	17
XXI	WAGES	18
XXII	FULLY BARGAINED PROVISIONS	18
XXIII	SAVINGS CLAUSE	18
XXIV	UNION RIGHTS	19
XXV	MISCELLANEOUS	19
XXVI	LONGEVITY	20
XXVII	RETIREMENT AND TERMINAL LEAVE	21
XXVIII	TERM AND RENEWAL	22

This AGREEMENT made this *16th DAY MARCH 1989* between the City of Jersey City, being the party of the first part, hereinafter designated as the "Employer", and Local 1412, L.I.I. of N.A., AFL-CIO, with its principal of business at 307 Milburn Avenue, Lyndhurst, N.J. 07071, hereinafter referred to as the "Union" party of the second part.

WITNESSETH:

WHEREAS, the parties hereto collectively bargained to promote and improve industrial and economic relations between the Employer and the employees and to set forth herein the AGREEMENT covering rates of pay, hours of work and conditions of employment to be observed by the parties hereto:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter entered into for the good and valuable considerations, the parties hereto agree to the following:

ARTICLE I RECOGNITION

A. The employer recognized and acknowledges that the Union is exclusive representative for all employees holding the title of Security Officer or Security Guard excluding those above the rank of Lieutenant and Supervisor.

B. Excluded from this unit shall be employees statutorily excluded by the New Jersey Employer-Employee Relations Act.

ARTICLE II MAINTENANCE OF STANDARDS

A. All conditions of employment contained in this AGREEMENT relating to wages, hours of employment and general working conditions presently in effect for employees included in third bargaining unit shall be maintained at not less than the standards now in effect, and the conditions of employment shall be modified wherever specific provisions for modification are made in this AGREEMENT.

B. Proposed new rules or modification of existing rules governing working conditions as stated above, shall be negotiated with the Union

before they are established.

ARTICLE III NON-DICRIMINATION

A. Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or his/her refraining from activity on behalf of the Union.

ARTICLE IV LEAVE-OF-ABSENCE

A. The City may grant the privilege of a leave-of-absence for good cause without pay, to an employee for a period not to exceed Six (6) months at any one time, provided that the employee has been employed by the City on a continous basis for six (6) months.

... Such leaves-of-absence may be renewed for a good cause for an additional period not to exceed six (6) months, only by formal recomendation of the Division head and approval of the appointing authority.

ARTICLE V MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this AGREEMENT by the Laws and Constitution of the State of New Jersey and the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be limited by the terms of this AGREEMENT, and then to the extent such terms are in conformity with the Constitution and Laws of New Jersey and of the United States, and the rules and regulations of the Civil Service Department of New Jersey.

C. The City shall have the exclusive right to install and introduce any new or imporved production methods, working conditions or facilities to maintain efficient operations. The City retains its inherent right

direct and control its working force personnel, to determine the number of employees required and to designate the types of positions it deems necessary to function properly.

Prior to the implementation thereof, the City shall discuss the proposed changes with the Union.

D. Except in the most aggravated situations, the City agrees not to suspend employees on the spot, and, under usual circumstances, agrees to give the Union one (1) day's notice prior to the suspension of an employee.

ARTICLE VI BEREAVEMENT LEAVE

A. In the event of a death in the eligible employee's immediate family s/he shall be entitled to time off with pay from the day of death up to and including the day after the funeral, but in no event to exceed five (5) working days.

B. Immediate family, for purposes of this Article, shall be defined as follows, husband, wife, mother, father, son, daughter, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any other relative residing in the employee's household.

C. An eligible employee shall also be entitled to one (1) day off for attendance at a funeral of an aunt, uncle, niece, nephew of himself/herself or his/her spouse, unless the relative resides in the employee's household, in which case Paragraph B applies.

D. Payment shall only be made for such of the five (5) days as falls upon a regularly scheduled working day.

E. Reasonable verification of the event shall be required.

ARTICLE VII MILITARY LEAVE

Employees employed by the City of Jersey shall be granted all applicable rights with regard to military leave under the State Statutes and Federal Laws governing same.

ARTICLE VIII BULLETIN BOARD

The City shall permit the installation of Bulletin Boards at the expense of the Union should the Union decide to use a Bulletin Board other than the one provided by the City. The Director of the Department shall determine the exact location and sizes of the boards to be installed.

ARTICLE IX DUES CHECK-OFF REPRESENTATION FEE

A. The City agrees to deduct Union dues from the salaries of the employees included in this bargaining unit upon receipt of signed Union cards, the same to be deemed authorization to deduct dues, once a month and shall remit the dues deducted to the Treasurer of the Union monthly.

B. Dues deduction shall be in compliance with the statutes and laws governing same. Remittance of monies deducted, together with records of any corrections, shall be submitted to the Union Treasurer by the fifteenth (15th) day of each month following a pay period in which the deductions were made.

C. If, during the life of this AGREEMENT, there shall be any change in the rate of membership dues, the Union shall furnish to the City, a copy of the Resolution adopted by the Executive Board for the said increase in dues, prior to the effective date of any such change.

D. The Union will provide a copy of the membership card of its members and the same will be accepted as "check-off" authorization, the said cards to be signed by each member. The said cards are to be delivered to the Payroll Supervisor. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

DUES CHECK-OFF REPRESENTATION FEE (CONT'D)

E. The City will provide the Union prior to January 1, and July 1 of each year, a list of any employees requesting the termination of dues check-off.

F. Representation Fee

1. Purpose of Fee

If any eligibility member of this bargaining unit does not become a member of the Union upon being employed by the City, said employee will be required to pay a representation fee to the Union for a membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Amount of fee

A. Notification

Prior to the beginning of each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation to be paid by non-members will be equal to 85% of that amount.

B. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Union as majority representatives, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

3. Deduction and Transmission of Fee

A. Notification

The City will notify the Union upon hiring each employee and the City will deduct from the salaries of such employees, in accordance with Paragraph B below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

B. Payroll Deduction Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who chooses not to become a member of the Union during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

C. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

D. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of regular membership dues to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

E. Changes

The Union will notify the City in writing of changes in the amount of the representation fee, and such changes will be reflected in the deductions made more than ten (10) days after the City

received said notice.

F. New Employees

On or about the last day of each month, beginning with the month this AGREEMENT become effective, the City will submit to the Union, a list of all employees who began their employment in a bargaining unit position during the preceeding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees. This list shall be in addition to the requirements of Paragraph 3A above.

4. Indemnification

The Union in exchange for implementation of said Agency Shop hereby agrees to hold the City harmless against any and all claims or suits or any other liability occurring as the result of the implementation of this Agency Shop provision.

ARTICLE X HOURS OF WORK AND OVERTIME

A. The work week shall be Monday through Sunday inclusive and shall be comprised of eight (8) hour days.

B. All hours worked in excess of forty (40) hours in a work week shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the employees regular hourly rate.

C. The employer agrees that if an employee reports to work or is permitted to come to work, and is fit to work, without having been previously notified that there will be no work, the employee shall receive four (4) hours pay or four (4) hours work at his/her regular hourly rate unless the lack of work is due to an Act of God.

D. Overtime shall be equally distributed amongst all employees by rotation according to seniority within a classification.

ARTICLE XI HOLIDAYS

A. The following fourteen (14) days shall be recognized as paid holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election (November) day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

B. Whenever any of the Holidays listed above falls on Saturday, the preceding Friday shall be observed as the Holiday.

C. Whenever any of the Holidays listed above falls on Sunday, the succeeding Monday shall be observed as the Holiday.

ARTICLE XII SAFETY AND HEALTH

A. The Employer will maintain conditions on the job in accordance with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey.

B. Suitable facilities shall be provided by the Employer for the changing and hanging of the employees clothing. The Employer further agrees to provide adequate washstands, toilets, heat, light and ventilation facilities in these areas.

C. Any equipment, foul weather gear, or uniforms supplied by the

Employer, shall be the sole responsibility of the employee. The original cost of such equipment, foul weather gear and uniforms, shall be deducted from the salary of the employee if lost, stolen, or unreasonably damaged.

ARTICLE XIII SENIORITY

A. Seniority is defined as an employee's total length of service with the Employer beginning with his/her date of hire.

B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of the alphabetical order of their surnames.

C. One (1) Seniority List shall be established for each work unit, and another Seniority List shall be established for the entire bargaining unit.

D. In case of lay-offs and demotions, the bargaining unit seniority list shall be utilized as one factor along with ability to perform and job titles.

E. Vacation schedules shall be arranged in accordance with the Work Unit Seniority List.

ARTICLE XIV CHANGES, SUPPLEMENTS OR ALTERATIONS

Any provisions of this AGREEMENT may be changed, supplemented or altered provided both parties mutually agree.

ARTICLE XV NO STRIKE PLEDGE

A. The Union covenants and agrees that during the terms of this AGREEMENT, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walk-out, or other action which interferes with

the full and complete normal operations of the Employer).

B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other action which interferes with the full and complete normal operation of the Employer.

C. Nothing contained in this AGREEMENT shall be construed to limit or restrict the City or the Union in their rights to seek and obtain judicial relief as they may be entitled to have in law or in equity for injunction in the event of such breach by the City or the Union.

ARTICLE XVI NON-CONTRACTUAL GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employee from his/her own grievance, provided a Union representative may be present as an observer at any hearing on the individual's grievance.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the application of City Policies or administrative decisions to the terms and conditions of employment of employees covered by this Agreement.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving non-contractual grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step

is waived by mutual consent:

1. STEP ONE (1)

a. An aggrieved employee shall institute an action under the provisions hereof within ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Division Director. An earnest effort shall be made to settle the difference between the aggrieved employee and the Division Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.

b. The Division Director shall render a decision in writing within five (5) days after the receipt of the grievance.

2. STEP TWO (2)

a. In the event the grievance is not settled through Step One, it shall be filed by the grievant with the Department Director or his/her designee within five (5) days following the determination by the Division Director. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

b. In the event either party requests same, a conference shall be held regarding the grievance between the Grievant and his/her representatives and the Department Director or his/her designee.

c. The Department Director or his/her designee shall render a decision in writing five (5) days from the date of receipt of the grievance or the date of the conference, whichever is later.

3. STEP THREE(3)

a. In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Department Director or his/her designee, the grievant shall submit the grievance to the Business Administrator of the

City of Jersey City. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

b. In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his/her designee and the Grievant and his/her representative. A written answer to said grievant shall be submitted within ten (10) days from receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later. The decision of the Business Administrator shall be final, as to this procedure, and shall not be subject to arbitration. The Union reserves whatever other rights of appeal it may have.

ARTICLE XVI CONTRACTUAL GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employee from processing his/her own grievance, provided the Grievance Committee may be present as an observer at any hearing on the individual's grievance.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the specific and express written terms of this Agreement.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving contractual grievances between the parties covered by this

Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. STEP ONE (1)

a. An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Division Director. An earnest effort shall be made to settle the difference between the aggrieved employee and the Division Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.

b. The Division Director shall render a decision in writing within five (5) days after the receipt of the grievance.

2. STEP TWO (2)

a. In the event the grievance is not settled through Step One, it shall be filed by the grievant with the Department Director or his/her designee within five (5) days following the determination by the Division Director. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

b. In the event either party requests the same, a conference shall be held regarding the grievance between the Grievant and his/her representatives and the Department Director or his/her designee.

c. The Department Director or his/her designee shall render a decision in writing within five (5) days from the date of the grievance or the date of the conference, whichever is later.

3. STEP THREE (3)

a. In the event the grievance has not been resolved through Step Two, then within five (5) days following the determina-

tion of the Department Director or his/her designee, the grievant shall submit the grievance to the Business Administrator of the City of Jersey City. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

b. In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his/her designee and the Grievant and his/her representative. A written answer to said grievant shall be submitted within ten (10) days from the receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later.

4. STEP FOUR (4)

a. If the grievance is not settled through Steps One, Two, and Step Three, either party may refer the matter to the Public Employment Commission within ten (10) days after the determination by the Business Administrator. An Arbitrator shall be selected pursuant to the rules of the P.E.R.C. Failure to file the request for arbitration with P.E.R.C. within the ten (10) day period shall constitute an abandonment of the grievance.

b. However, no arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision of the Business Administrator. In the event the aggrieved elects to pursue his/her Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration, and the Union shall pay all costs incurred by the City in processing the matter to arbitration.

c. The costs for the services of the arbitrator shall be borne equally between the City and the Union. Any other expenses, including, but not limited to, the presentation of witnesses, shall be final and binding on all parties.

D. MISCELLANEOUS PROVISION

1. The Union President, or his/her authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

2. The Union shall be a party to each and every grievance, whether or not the Grievant was a member or non-member of the Union.

ARTICLE XVII - VACATONS

A. Effective - January 1989

Up to one (1) year of service, one (1) working day for each month.

1-10 Years of Continuous Service.- 12 working days.

10-20 Years of Continuous Service - 15 working days.

20 years and over Continous Service - 20 working days.

B. Vacation time not granted employees shall accumulate for the next proceeding year only.

C. Upon request at the end of each calendar year, the City shall notify the employee of the number of vacation days the employee has due.

ARTICLE XVIII - SICK LEAVE

A. All employees shall be entitled to sick leave with pay based on their accumulated years of service.

1. Sick Leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious diseases.

B. AMOUNT OF SICK LEAVE

1. All permanent employees shall be entitled to one (1) working day for each month of the first calendar year of employment, and fifteen (15) working days in each calendar year thereafter.

2. Any amount of Sick Leave not used in any calendar year shall accumulate to the employee's credit from year to year; to be used if and when needed for such purposes as set forth above.

3. The City at the end of each calendar year shall notify the employee of the number of Sick Days the employee has remaining after deducting Sick Days used and determining the accumulation of same.

4. All Temporary employees shall be entitled to one (1) working day for each month of the first calendar year of employment, not to exceed ten (10) working days for each calendar year thereafter.

5. Paragraphs 2, and Paragraph 3 of this Section "B", shall apply to permanent and temporary employees.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. An employee who has been absent on Sick Leave for five (5) or more consecutive working days shall be required to submit medical evidence substantiating the illness.

2. The appointing authority may require proof of illness of an employee on Sick Leave; notwithstanding the above provision, where abuse is suspected. Abuse of Sick Leave may be cause for disciplinary action under the guidelines herein set forth. The City shall be the right to dispatch a physician from the Division of Medical Services to examine any employee on Sick Leave.

3. Absence due to exposure to contagious disease shall be

accepted only if the Department of Health has declared the employee exposed, and proof of same shall be obtained by the City from the Department of Health.

4. The City may require an employee who has been absent because of personal illness, as a condition of the employee's return to duty, to be examined by a physician designated by the City at the expense of the City. Such examination shall establish whether the employee is capable of performing his or her normal duties and that the employee's return to duty will not jeopardize the health of other employees.

ARTICLE XIX - PERSONAL DAYS

A. Each employee in the bargaining unit shall be entitled to three (3) Personal Days per annum which shall be utilized in accordance with current practice which requires that the days shall not accumulate from year to year.

No employee shall be entitled to accumulate or utilize these Days until they have completed six (6) months of service to the City.

ARTICLE XX - INSURANCE, HEALTH AND WELFARE

A. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, and increase the benefits of same as hereinafter set forth. For all benefits in this Article, the eligibility date for all new employees shall be the same as per Blue Cross/Blue Shield which are in accordance with the State Health Benefits Plan.

B. The City shall provide life insurance in the amount of Ten Thousand (\$10,000.00) Dollars and accidental death, and dismemberment insurance in the amount of Ten Thousand (\$10,000.00) Dollars for each employee up to the age of sixty-five (65). Thereafter, the amount shall be reduced to Five Thousand (\$5,000.00) Dollars.

C. Hospitalization

C. Hospitalization

Employees shall receive fully paid Blue Cross/Blue Shield, with Rider "J" and Major Medical to cover themselves and their dependants.

D. The City shall supply to all employees, all necessary legal advice and counsel in the defense of charges filed against them in the performance of their duty, or settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgements against said employees from such claims. :

E. The City will provide a Family Perscription Plan. The maximum any employee will have to pay is \$2.00 on a prescription.

F. The City will provide an Optical Plan to employees and their dependents, not to exceed Seventy-Five (\$75.00) Dollars.

G. The City shall have the right to change insurance companies, so long as substantially similar benefits are provided.

ARTICLE XXI - WAGES

A. Wage reates for all employees within the bargaining unit shall be increased in accordance with the following schedule:

EFFECTIVE.....January , 1988	\$600.00	First Pay Period
July, 1988	\$700.00	" " "
January, 1989	\$650.00	" " "
July, 1989	\$750.00	" " "
January, 1990	\$700.00	" " "
July, 1990	\$700.00	" " "

B. Any employee who surpasses the maximum as a result of the increases, shall have the labor grade increased to encompass the raise.

C. If the employee is on extended leave, his/her pay check may be mailed upon written authorization from the employee.

D. Any error in an employee's pay check of one day's pay or more shall be corrected by a supplemental check within eight (8) days.

ARTICLE XXI - FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XXIII - SAVINGS CLAUSE

A. If any provision of this Agreement is found to be invalid by Legislation, by a Court or Administrative Agency, of competent authority, it shall be deleted from the contract and the remainder of the contract shall remain intact. If the above should occur, the parties shall meet immediately to negotiate a new provision in place of the invalid provision where monetary provisions are involved.

ARTICLE XXIV - UNION RIGHTS

A. Union representatives shall be allowed to visit the location during working hours, to confer with the representatives of the Employer and employees represented by the Union. Such visits shall not interfere with normal operations.

B. The President of the Union, or his/her authorized representative, shall be entitled to devote reasonable time to enforcing and administering the provisions of this Agreement.

ARTICLE XXV - MISCELLANEOUS

A. In the event an employee is suspended as a result of a disciplinary action, the Union shall be forthwith notified of said action.

B. Part-time employees (those employees working twenty (20) hours or over) shall receive hospitalization, life insurance, and

a pro-rata share of monetary increases mandated by this Agreement.

C. All part-time employees working less than twenty (20) hours shall receive a pro-rata share of time off, including vacation, sick leave and holiday time, but shall receive no other benefits, except as specifically set forth in this Agreement.

D. All personnel information as permitted by Law will be available to members of the bargaining unit upon prior notice to the Personnel Department.

E. The City shall not be required to augment the funds provided under any grant program in order to fund salary increases provided under this Agreement. Any increases provided to such employees shall be funded only to the extent possible with funds available through the grant program.

ARTICLE XXVI - LONGEVITY

A. All employees shall receive longevity payment in addition to their base salary as provided below.

B. Longevity payments shall be made in accordance with the following schedule:

After five (5) years of service.....	\$200.00
After ten (10) years of service.....	\$400.00
After fifteen (15) years of service....	\$600.00
After twenty (20) years of service.....	\$800.00
After twenty-five years of service.....	\$1,000.00
After thirty years of service.....	\$1,200.00

ARTICLE XXVII - RETIREMENT AND TERMINAL LEAVE

A. Employees shall retain all pension rights under the ordinance of the City of Jersey City and the Laws of the State of New Jersey.

B. Members of the bargaining unit who retire shall receive a mandatory lump sum cash payment in lieu of time off for unused vacation time, unused sick time and unused personal time.

1. Beginning on the date of execution of this Agreement, sick leave payment shall be calculated at eighty (80%) percent of all unused sick leave.

2. In the event an employee suffers a bona fide long term illness, s/he may apply to a review committee to restore the sick leave used thereby, if the illness takes place within the five (5) years immediately prior to retirement. The committee shall consist of one (1) representative of the Union, and one (1) representative of the City. If the committee members cannot agree, an arbitrator will be selected pursuant to the Contractual Grievance procedure set forth herein, and his/her decision shall be binding.

C. In the event an employee eligible for retirement, dies prior to such retirement, terminal leave benefits as set forth above shall be paid to the estate of the employee.

D. In the event of death, all unused sick time for the year of death shall be pro-rated, inclusive through the month of death, and shall be paid to the estate for an employee not eligible for retirement.

E. All vacation time not granted an employee shall be paid to the estate in the event of his/her death to include vacation time for the year of his/her death.

ARTICLE XXVIII - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1988, and shall remain in effect to and including December 31, 1990, without any reopening date.

This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days, nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand, and seals at Jersey City, New Jersey,

on this 16th day of MARCH, 1989

LOCAL 1412, L.I.U. of N.A., AFL-CIO

City of Jersey City, Hudson County

BY: Salvatore DeVito

BY: Anthony R. Cucci
Anthony R. Cucci, Mayor

WITNESS: Robert Byrne
DATE: 3/16/89

WITNESS: Benjamin Lopez
Benjamin Lopez,
Business Administrator

WITNESS: Louis Appicito
Louis Appicito, Director
Labor Relations